

This Indenture, Made this 27th day of May in the year of our Lord one thousand eight hundred and ninety eight between Henry Giesenis and Louisa Giesenis his wife of Endora in the County of Douglas and State of Kansas of the first part, and William Allenbund of the second part,

Witnesseth, That the said part of the first part in consideration of the sum of One Thousand DOLLARS, to them duly paid, the receipt

of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said part of the second part his heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: The North West quarter (1/4) of the North West quarter (1/4) of Section Eight (8) Township Thirteen (13) Range Twenty one (21) County and State of Kansas, containing Forty (40) acres more or less

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Henry Giesenis and Louisa Giesenis do hereby covenant and agree that at the delivery hereof they are the lawful owner s of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances

This grant is intended as a Mortgage to secure the payment of the sum of One Thousand Dollars

according to the terms of One certain Promissory Note this day executed and delivered by the said Henry Giesenis and Louisa Giesenis to the said part of the second part: and payable one year from date with interest at the rate of seven per cent per annum from date until paid

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said part of the second part his executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the part of the second part his executors, administrators or assigns; and out of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges for making such sales, and the overplus, if any there be, shall be paid by the part making such sale on demand to the said Henry Giesenis, and Louisa Giesenis their heirs and assigns.

In Witness Whereof, The said part of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

Henry Giesenis (SEAL.)
Louisa Giesenis (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } SS.

Be it Remembered, That on this 28th day of May, A. D. 1898, before me, C. F. Richards, a Notary Public in and for said County and State, came Henry Giesenis and Louisa Giesenis his wife to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires April 1, 1902

Recorded May 28th A. D. 1898, at 2¹⁰ o'clock P.M.

C. F. Richards
Notary Public.

W. H. H. H.
Register of Deeds.

The following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. At witness my hand, this 28th day of Sept. A.D. 1891.

Wm. Allenbund

Recorded Oct. 15th 1901.

By J. W. H. H.

Register of Deeds.

By J. W. H. H. Deputy.